



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 351-1000

December 21, 1982

LAW DEPARTMENT
Writer's direct
telephone line:

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No.

Date

JAN 5 1983 3:05 PM
50:00

Dear Mrs. Mergenovich:

Washington, D. C.

I am enclosing for filing and recordation under the provisions of 49 U.S.C. §11303 executed counterparts Nos. 2 and 3 of an Interim Use Agreement dated as of August 1, 1982, described in detail below.

1. Names and addresses of the parties to the Interim Use Agreement

- (a) Vender - Atlantic Land and Improvement Company
500 Water Street, Jacksonville, Florida 32202
- (b) Bailee - Seaboard Coast Line Railroad Company
500 Water Street, Jacksonville, Florida 32202

2. Description of equipment covered by Interim Use Agreement

Identifying marks

"Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission"

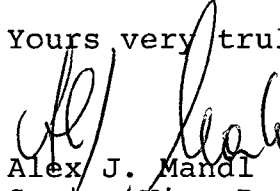
<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Design.</u>	<u>Number</u>	<u>Road Numbers</u>
Diesel-electric locomotives	GP-16 1600 H.P.	B-B	11	SCL 4802-4809, inclusive SCL 4645, AWP 4978 WA 4979

3. Counterparts Nos. 2 and 3 of the above-mentioned document should be returned to the undersigned, 500 Water Street, Jacksonville, Florida 32202.

- 2 -

I am enclosing this Company's draft for \$50.00
covering the recordation fee.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Alex J. Mandl".

Alex J. Mandl
Senior Vice President-Finance

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

Alex J. Mandl
Senior V.P. Finance
The Family Lines Rail System
500 Water Street
Jacksonville, Florida 32202

January 11, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/5/83 at 10:55AM, and assigned re-recording number(s). 13904

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JAN 5 1983 10 55 AM

INTERIM USE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of August 1, 1982, by and between ATLANTIC LAND AND IMPROVEMENT COMPANY, a Virginia corporation (hereinafter called the "Vendor"), and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (hereinafter called the "Vendee").

W I T N E S S E T H:

The Vendor and the Vendee have heretofore entered into a Rebuilding Agreement whereunder the Vendor has agreed to deliver to the Vendee at Tampa, Florida or Waycross, Georgia and the Vendee has agreed to accept and pay for eleven (11) rebuilt GP-16 diesel-electric locomotives bearing road numbers SCL 4802-4809, inclusive, SCL 4645, AWP 4978 and WA 4979; and

Inasmuch as the Vendee has not as yet consummated financing arrangements for the acquisition of the locomotives, it is not in a position to pay for the locomotives at this time. The Vendee represents that such financing arrangements will be consummated on or before February 1, 1983. The Vendee (in order that it may use the locomotives pending completion of the above financing arrangements) has requested the Vendor to give the Vendee temporary custody and possession of the locomotives on their completion, solely as a bailee of the locomotives, and the Vendor is willing to do so upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and of the promises of the parties herein contained, the parties agree as follows:

1. The Vendor agrees to deliver the locomotives to the Vendee and the Vendee agrees to accept the locomotives from the Vendor at the delivery points above referred to. The rights of the Vendee hereunder in respect of each locomotive shall commence on the date of acceptance of such locomotive and end on the earlier of February 28, 1983, or the date of payment of the purchase price of such locomotive under the above financing arrangements. When the purchase price of all the locomotives has been paid, this Agreement shall automatically be terminated without further action by or notice to any party concerned. Risk of loss in respect to each locomotive will pass to the Vendee at the time such locomotive is accepted by the Vendee, as evidenced by a Certificate of Acceptance.

2. Upon delivery of each locomotive to the delivery point, the Vendee's representative will execute a certificate of acceptance acknowledging the receipt of delivery of each locomotive under this Agreement and stating that such locomotive has been inspected and appears to conform to the specifications

applicable thereto. Title to the locomotives shall remain in the Vendor and the Vendee's right and interest therein is and shall be solely that of possession, custody, and use as bailee under this Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. The Vendee, without expense to the Vendor, will promptly cause this Agreement to be filed with the Interstate Commerce Commission for recordation under 49 USC 11303 of the Interstate Commerce Act. In addition, the Vendee shall do such other acts as may be required by law, or reasonably requested by the Vendor, for the protection of the Vendor's title to and interest in the locomotives.

3. The Vendee agrees that it will permit no liens of any kind to attach to the locomotives; and that it will

- (a) indemnify and save harmless the Vendor from any and all claims, expenses, or liabilities of whatsoever kind; and
- (b) pay any and all taxes, fines, charges, and penalties

that may accrue or be assessed or imposed upon the locomotives or the Vendor because of its ownership or because of the use, marking, operation, management or handling of the locomotives by the Vendee during the term of this Agreement. The Vendee's obligations contained in this paragraph shall survive the termination of this Agreement by mutual agreement or otherwise.

4. The Vendee will, at its own expense, keep and maintain the locomotives in good order and running condition and will at its option repair or replace or promptly pay to Vendor the purchase price in cash of those locomotives which may be damaged or destroyed by any cause during the term of this Agreement. Upon the expiration or other termination of this Agreement, other than by payment of the purchase price, the Vendee will surrender and deliver up the locomotives in good order and running condition to Vendor free of all charges at the point designated by the Vendor.

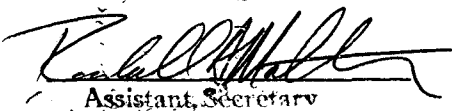
5. Prior to the delivery of each locomotive to the Vendee it will be numbered with a car number as set forth above, and there shall be plainly, distinctly, permanently, and conspicuously marked and maintained by the Vendee upon each side of each locomotive in letters not less than one inch in height the following words:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

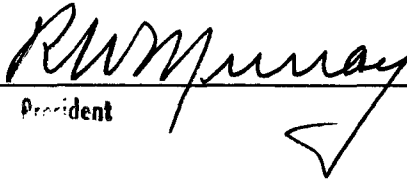
6. The Vendee agrees with the Vendor that the execution by the Vendor of this Agreement or the delivery by the Vendor to the Vendee of the locomotives, as contemplated by this Agreement, shall not relieve the Vendee of its obligations to accept, take, and pay for the locomotives, or impair any of the Vendor's rights under the Rebuilding Agreement, which is by reference made a part of this Agreement as fully as though expressly set forth herein.

Attest:

ATLANTIC LAND AND IMPROVEMENT COMPANY

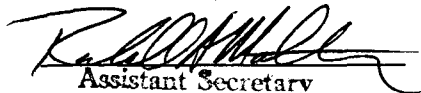

Assistant Secretary

By

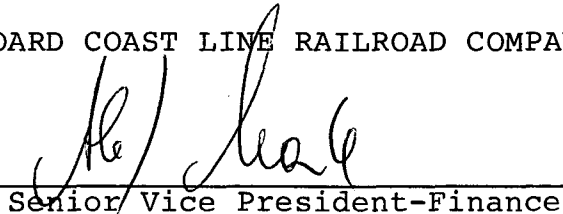

President

Attest:

SEABOARD COAST LINE RAILROAD COMPANY

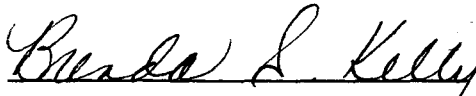

Assistant Secretary

By


Senior Vice President-Finance

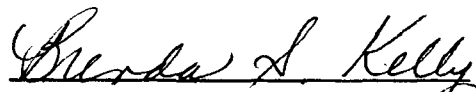
STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 28th day of December, 1982, before me personally appeared R. W. Murray, to me personally known, who, being by me duly sworn, says that he is President of Atlantic Land and Improvement Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1985
Bonded by American Fire & Casualty Company

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 28th day of December, 1982, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn, says that he is Senior Vice President-Finance of Seaboard Coast Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1985
Bonded by American Fire & Casualty Company